

STATE OF WASHINGTON
PIERCE COUNTY SUPERIOR COURT

NALLELI OLIVERAS HERRERA,
Plaintiff,

v.

P.S.C., INC. D/B/A PUGET SOUND
COLLECTIONS,

Defendant.

NO.

PLAINTIFF'S [FIRST AMENDED]
COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES FOR
VIOLATIONS OF THE CONSUMER
PROTECTION ACT AND THE FAIR
CREDIT REPORTING ACT

COMES NOW, Plaintiff, NALLELI OLIVERAS HERRERA, by and through her
counsel, ROBERT MITCHELL, and complains against the Defendant as follows:

I. STATEMENT OF THE CASE

1.1 Defendant is a debt collector that credit reports small medical debts to Credit Reporting Agencies ("CRAs") as a means to force consumers to pay old medical debts: "**The Court has learned, through its work on countless FDCPA cases, that threatening to report and reporting debts to CRAs is one of the most commonly-used arrows in the debt collector's quiver.**" *Edeh v. Midland Credit Management*, 748 F. Supp. 2d 1030, 1035 (D. Minn. 2010). (*Emphasis added*). "[t]he reality is that debt collectors use the reporting mechanism as a tool to persuade consumers to pay, just like dunning letters and telephone calls." *Cass*, FTC Informal Staff letter (Dec. 23, 1997).

PLAINTIFF'S FIRST AMENDED
COMPLAINT

1

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1 1.2 The types of medical bills Defendant collects are ruining too many Americans'
 2 financial lives. According to the Consumer Financial Protection Bureau, nearly one in five
 3 credit reports contain one or more medical debt collection tradelines.¹ Even relatively small
 4 medical bills can have devastating consequences for consumers who often have difficulty
 5 tracking down who they allegedly owe for what medical care, especially after the bills are
 6 assigned to a collection agency.

8 1.3 Balance billing and surprise medical debts are a common complaint in the
 9 United States. See "**The Nonprofit Hospital That Makes Millions, Owns a Collection**
 10 **Agency and Relentlessly Sues the Poor**" Pro Publica article at
 11 <https://www.propublica.org/article/methodist-le-bonheur-healthcare-sues-poor-medical-debt>

12 1.4 In fact, Surprise Medical Bills are so pervasive that Congress was forced to
 13 include protections against surprise medical billing in the OMNIBUS SPENDING ACT in
 14 2020. See H.R. 133, Consolidated Appropriations Act, 2021, 116th Congress (2019-2020).

16 1.5 Washington's Attorney General has also taken action. On April 29, 2019, St.
 17 Joseph entered a multimillion-dollar Consent Decree with the Washington State Attorney
 18 General, to resolve *State of Washington v. Franciscan Health System d/b/a Chi-Franciscan*
 19 *Health d/b/a St. Joseph Medical Center*, Pierce County Superior Court Cause No. 17-2-10901-

20 2. See **EX. A.**

24 1 CFPB, Consumer credit reports: A study of medical and non-medical collections at 4 (Dec. 2014),
 25 available at https://files.consumerfinance.gov/f/201412_cfpb_reports_consumer-credit-medical-and-non-medical-collections.pdf.

1 1.6 The Consent Decree resolved \$25 million of St. Joseph medical accounts
 2 incurred between January 1, 2012 and July 1, 2017, many of which were in collections. *Id.* at
 3 p. 10.

4 1.7 Another local hospital group was sued for similar conduct. See Fangsrud von
 5 Esch v. Legacy Salmon Creek and Asset Systems, Inc., U.S. Dist. Court for the W.D. Wash.,
 6 Civil Cause No. 16-cv-5842-BHS. (This case resulted in the third party collection agency
 7 returning 2,500 suspected balance billing accounts to the hospital, and the hospital voluntarily
 8 discharging the 2,500 accounts, likely totaling a balance in the seven or eight figure range).

9 1.8 The largest Physicians Group in the nation is currently the subject of a class
 10 action lawsuit involving surprise medical debts and balance billing, claims eerily similar to this
 11 case. See Sia Fraser et al. v. Team Health Holdings, Inc., U.S. Dist. Court for the Northern
 12 District of California, Civil Cause No. 3:20-cv-04600.

13 1.9 In 2019, the Washington State Legislature responded to the growing crisis
 14 caused by aggressive collection of medical debts with a series of reforms. Among other things,
 15 a collection agency collecting hospital debt must advise consumers of their potential eligibility
 16 for financial assistance, known as charity care, in their initial letters seeking to collect on
 17 alleged debts for hospital care. RCW 19.16.250(28 - 29).

18 1.10 Many of the accounts Defendant seeks to collect fall into the same category as
 19 those addressed by the above-referenced lawsuits, the Attorney General's Consent Decree,
 20 Washington's new debt collection legislation, and the U.S. Congress' new legislation.

1.11 Given this dynamic, it is important for Defendant to strictly adhere to RCW 19.16.250(28) and (29), by providing patients with requested documents to enable patients to research medical debts, insurance payments and adjustments, and determine how to ensure that providers receive payment.

1.12 In this case, Defendant is credit reporting a medical debt on Plaintiff's consumer credit report. Plaintiff disputed the account to Defendant in writing and requested that Defendant provide Plaintiff with validation documents. Defendant was required to cease collections unless and until Defendant provided Plaintiff with the itemized information listed in RCW 19.16.250(28) *et seq.*

1.13 Defendant never provided the required itemization.

1.14 Yet, Defendant continued attempts to collect the account through credit reporting, and even increased the balance on Plaintiff's consumer credit reports.

1.15 Defendant knowingly, willingly, and intentionally damaged Plaintiff's credit in pursuit of payment a medical debt.

1.16 Plaintiff has suffered injury and damages as a result of Defendants' unfair and deceptive business practices.

II. PARTIES

2.1 Plaintiff, NALLELI OLIVERAS HERRERA is a resident of Pierce County, Washington.

2.2 Defendant alleges that Plaintiff obtained medical services from a medical provider.

1 2.3 Defendant is currently credit reporting the following information on Plaintiff's
2 consumer credit reports: "PLACED FOR COLLECTION; ORIGINAL CREDITOR:
3 MEDICAL; MEDICAL"

4 2.4 If Plaintiff received the alleged medical care, the medical services were used
5 primarily for personal, family, and household purposes.

6 2.5 Defendant alleges that Plaintiff defaulted on the account by failing to make
7 timely payments.

8 2.6 Plaintiff is therefore a "consumer" as defined by 15 U.S.C. § 1692(a)(3) (the
9 Fair Debt Collection Practices Act), a "debtor" as defined by RCW 19.16.100(8)
10 (Washington's Collection Agency Act), a "person" as defined by RCW 19.86.010(1)
11 (Washington's Consumer Protection Act), and Plaintiff acted as a "consumer" "debtor" and
12 "person" at all times relevant to this litigation.

13 2.7 Defendant, P.S.C., INC. D/B/A PUGET SOUND COLLECTIONS, a
14 Washington Corporation, (hereinafter "PSC" or "Defendant"), is a collection agency, a debt
15 collector, a business and a "person," which regularly collects defaulted accounts originally
16 owed to others.

17 2.8 The principal purpose of Defendant's business is the collection of third-party
18 debts originally owed to others.

19 2.9 Defendant is a licensed collection agency and conducts business in Washington
20 State under UBI No. 600577163.

2.10 Defendant is therefore a “collection agency” as defined by the WCAA, a “person” as defined by the CPA, a “debt collector” as defined by the FDCPA, and Defendant acted as such at all times relevant to this complaint.

2.11 Defendant made attempts to collect the debts at the heart of this lawsuit.

III. JURISDICTION AND VENUE

3.1 Jurisdiction and Venue in Pierce County Superior Court are appropriate where all acts at issue and described herein occurred in Pierce County Washington, and where the injury to Plaintiff occurred in Pierce County Washington, and where the Defendants have engaged in substantial business contacts in Pierce County Washington, and where Defendants have already submitted to this jurisdiction by credit reporting and attempting to collect medical debts from Plaintiff in this jurisdiction, and where Plaintiff prays for injunctive relief that exceeds the jurisdiction of the State District Court. RCW 4.12.020; 4.12.025; 4.28.180; 4.28.185; and 7.40.010.

3.2 Defendants are liable unto Plaintiff pursuant to the provisions of the Washington Collection Agency Act (WCAA), RCW 19.16 *et seq.*, the Consumer Protection Act (CPA), RCW 19.86 *et seq.*, and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq.*, as well as other applicable state and federal laws.

IV. FACTS

4.1 Plaintiff is a person and a consumer.

4.2 Defendant is a debt collector and collection agency.

1 4.3 The principle purpose of Defendant's business is the collection of defaulted
2 third party debts.

3 4.4 Defendant alleges that Plaintiff owes a medical debt from June 9, 2014.

4 4.5 Medical debts are primarily used for personal, family, and household purposes.

5 4.6 Defendant is credit reporting a medical debt on Plaintiff's consumer credit
6 report.

7 4.7 Defendant's credit reporting is cryptic and provides very little information about
8 the account: "PLACED FOR COLLECTION; ORIGINAL CREDITOR: MEDICAL;
9 MEDICAL"

10 4.8 On or about February 7, 2021, Defendant received a dispute letter concerning
11 the medical debt Defendant is credit reporting on Plaintiff's consumer credit report.

12 4.9 The dispute letter stated in pertinent part:

13 ...The purpose of this correspondence is to inform you that Nalleli
14 Oliveras Herrera **DISPUTES** the above debt and demands that you
15 provide my office with **VALIDATION/VERIFICATION** of the
16 debt. If you decline to send validation documents to my office,
17 please mail the documents directly to Nalleli at...In the interim, if
18 you are reporting this debt to a consumer reporting agency, you
19 should inform the agency that the debt is **DISPUTED**. Your
20 attention to this matter is appreciated and we look forward to
receiving validation...

21 4.10 RCW 19.16.250(28)(b)(i) requires that Defendant cease collections unless and
22 until Defendant provides Plaintiff with the information required by RCW
23 19.16.250(28)(b)(i)(A – H).

1 4.11 Defendant did not provide the validation documents or itemization required by
2 RCW 19.16.250(28).

3 4.12 Defendant did not cease collections.

4 4.13 Defendant continued updating the tradeline to the credit reporting agencies.

5 4.14 Credit Reporting is considered “debt collection.” See *Supra.*, *Edeh v. Midland*
6 *Credit Management*, 748 F. Supp. 2d 1030, 1035 (D. Minn. 2010); *Cass*, FTC Informal Staff
7 letter (Dec. 23, 1997).

8 4.15 Defendant increased the balance of the account when Defendant updated the
9 tradeline to the Credit Reporting Agencies in March, April, and May of 2021.

10 4.16 Defendant’s credit reporting damaged Plaintiff’s credit, character, reputation,
11 and finances.

12 4.17 Given the age of the account (June 9, 2014) it was important that Defendant
13 provide Plaintiff with the itemization required in RCW 19.16.250(28)(b)(i)(A – H).

14 4.18 Defendant’s failure or refusal to provide Plaintiff with documents validating the
15 account made it impossible for Plaintiff to determine the validity of the account, research
16 whether payment was made on the account, research adjustments or payments to the account,
17 or take any other action to mitigate the damage caused by Defendant’s debt collection and
18 credit reporting.

19 4.19 Defendant’s acts and practices were unfair, deceptive, and outrageous.

20 4.20 Defendant’s unfair, deceptive, and outrageous acts and practices occurred in the
21 course of trade and commerce.

4.21 Defendant's unfair, deceptive, and outrageous acts and practices involve matters of public interest (business, credit reporting, debt collection, *inter alia*).

4.22 Defendant's unfair, deceptive, and outrageous acts and practices have the capacity for repetition.

4.23 Plaintiff was injured and damaged in her person and property by Defendant's unfair, deceptive, and outrageous acts and practices.

4.24 Defendant's unfair, deceptive, and outrageous acts and practices were a direct and proximate cause of Plaintiff's injuries and damages.

4.25 Defendant's unfair, deceptive, and outrageous acts and practices were intentional, willful, wanton, unfair, unconscionable, and completely unacceptable in a civilized society.

4.26 Defendant's unfair, deceptive, and outrageous acts and practices illustrate why an injunction is necessary to protect Plaintiff and other Washington citizens from similar harm.

V. FIRST CAUSE OF ACTION

(Per Se Consumer Protection Act – State Collection Agency Act Violation)

5.1 Plaintiff re-alleges paragraphs I. through IV., inclusive as though fully set forth herein.

5.2 Washington's Consumer Protection Act (hereinafter "CPA") states: "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

1 5.3 The CPA applies to the actions at issue herein because the Plaintiff is a “person”
2 and the Defendant is a “person,” the complaint involves conduct which occurred in the course
3 of trade/commerce, the Plaintiff was damaged in her property by Defendant’s unfair and
4 deceptive acts and practices, and the complaint involves a matter of public interest which is
5 capable of repetition and will likely affect other consumers in this state.
6

7 5.4 Additionally, Washington’s Collection Agency Act (hereinafter “WCAA”)
8 prohibits collection agencies from engaging in certain unfair and/or deceptive collection acts or
9 practices. RCW 19.16.250(1 – 29).

10 5.5 The WCAA states that violations of the WCAA are *per se* CPA violations RCW
11 19.16.440.

12 5.6 The “Prohibited Practices” section of the WCAA states in pertinent part that
13 “No licensee or employee of a licensee shall...If the claim involves a medical debt:”
14

15 Fail to provide to the debtor, upon written or oral request by the
16 debtor for more information than is contained in a general balance
17 due letter, an itemized statement free of charge...The itemized
18 statement must include: (C) The health care services provided to
19 the patient as indicated by the health care provider in a statement
20 provided to the licensee... (E) Any adjustment to the bill, such as
21 negotiated insurance rates or other discounts... (F) The amount of
any payments received, whether from the patient or any other
party...and (H) Whether the patient was found eligible for charity
care or other reductions and, if so, the amount due after all charity
care and other reductions have been applied to the itemized
statement...

22 RCW 19.16.250(28)(b)(i)(A); (C); (E); (F); and (H).
23
24
25

1 5.7 The “Prohibited Practices” section of the WCAA also states: “**Unless and until**
2 **the licensee provides the itemized statement, the licensee must cease all collection efforts.**”
3
RCW 19.16.250(28)(b)(i) (Emphasis added).

4 5.8 Finally, the “Prohibited Practices” section of the WCAA states that
5 a licensee shall not:

6 Communicate or threaten to communicate, the existence of a claim
7 to a person other than one who might be reasonably expected to be
8 liable on the claim in any manner other than through proper legal
9 action, process, or proceedings...

10 RCW 19.16.250(10).

11 5.9 In this case, Defendant violated both the Washington Collection Agency Act
12 and the Washington Consumer Protection Act (*per se* violation), by reporting the account to
13 the Credit Reporting Agencies, and by updating the account and increasing the balance of the
14 account to the Credit Reporting Agencies, but failing or refusing to provide Plaintiff with the
15 itemized statement required by RCW 19.16.250(28) *et seq.*

16 5.10 The statute clearly states that until and unless Defendant provided Plaintiff with
17 the information required in RCW 19.16.250(28), Defendant was required to cease collections.

18 5.11 And, Defendant’s credit reporting did not occur *through proper legal action,*
19 *process, or proceedings* because the credit reporting was prohibited by RCW
20 19.16.250(28)(b)(i).

21 5.12 Defendant never provided the required itemization, but continued collection
22 attempts through credit reporting.

5.13 In the alternative to a *per se* violation, Defendant's acts and practices were unfair and deceptive in and of themselves.

5.14 Plaintiff was injured and damaged by Defendant's unfair and deceptive acts and practices.

5.15 Defendant's unfair and deceptive acts and practices are a direct and proximate cause of Plaintiff's injuries.

5.16 Defendant's unfair acts and practices were intentional, willful, wanton, unfair, unconscionable, and outrageous.

5.17 Defendant's unfair acts and practices illustrate why an injunction is necessary to protect Plaintiff and other Washington debtors from similar harm.

VI. SECOND CAUSE OF ACTION

FAIR DEBT COLLECTION PRACTICES ACT VIOLATION

6.1 Plaintiff re-alleges paragraphs I. through V., inclusive as though fully set forth herein.

6.2 Pursuant to the Fair Debt Collection Practices Act (hereinafter “FDCPA”), a
“consumer” or “debtor” means “any natural person obligated or allegedly obligated to pay any
debt.” 15 U.S.C. § 1692a(3).

6.3 Pursuant to the FDCPA, the term “debt” means: “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for

1 personal, family, or household purposes, whether or not such obligation has been reduced to
2 judgment.” 15 U.S.C. § 1692a(5).

3 6.4 Pursuant to the FDCPA, the term “debt collector” means: “any person who uses
4 any instrumentality of interstate commerce or the mails in any business the principal purpose
5 of which is the collection of any debts, or who regularly collects or attempts to collect, directly
6 or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6).

7 6.5 Defendant is a “debt collector” as defined by the FDCPA, and Defendant
8 attempted to collect a consumer debt from Plaintiff.

9 6.6 The FDCPA applies in this case because the Plaintiff is a “debtor,” the debt at
10 the heart of this case is a “consumer debt,” which arose from a transaction in which the
11 services are primarily for personal, family, or household purposes, and the Defendant is a “debt
12 collector” which attempted to collect a debt originally owed to a third party.

13 6.7 The Fair Debt Collection Practices Act (hereinafter “FDCPA”) states in
14 pertinent part that debt collector cannot:

- 15 A. “...engage in any conduct the natural consequence of which is to harass,
16 oppress, or abuse any person in connection with the collection of a
17 debt.” 15 U.S.C. § 1692d.
- 18 B. Falsely represent “..the character, amount, or legal status of a debt....”
19 15 U.S.C. § 1692e(2).
- 20 C. Communicate or threaten “to communicate to any person credit
21 information which is known or which should be known to be false...” 15
22 U.S.C. § 1692e(8).

1 D. Use "...any false representation or deceptive means to collect or attempt
2 to collect any debt or to obtain information concerning a consumer." 15
3 U.S.C. § 1692e(10).

4 E. Use "...unfair or unconscionable means to collect or attempt to collect
5 any debt." 15 U.S.C. § 1692f.

6 F. Collect or attempt to collect any amount "...unless such amount is
7 expressly authorized by the agreement creating the debt or permitted by law." 15 U.S.C. §
8 1692f(1).

9 6.8 In this case, Defendant violated the above-referenced statutory provisions by
10 continuing to collect a debt without providing validation or verification of the account to
11 Plaintiff after she requested proof in writing.

12 6.9 In this case, Defendant violated the above-referenced statutory provisions by
13 continuing to update the account each month to the Credit Reporting Agencies, despite
14 receiving a written dispute and request for verification/validation, and despite failing or
15 refusing to provide the validation documents and information required by RCW 19.16.250(28
16 – 29).

17 6.10 Rather than do the right thing and delete the tradeline from Plaintiff's credit
18 report, Defendant used the erroneous credit reporting as a means to harass, oppress, frustrate,
19 and embarrass Plaintiff, in attempt to force her to pay this disputed account.

20 6.11 Defendant's actions were unfair, deceptive, oppressive, outrageous, willful,
21 wanton, unfair, and unconscionable and intentionally designed to injure and damage Plaintiff.

22 6.12 Defendant's unfair, deceptive, oppressive, outrageous, intentional, willful,
23 wanton, unconscionable and intentional acts and practices injured and damaged Plaintiff.

6.13 Defendant's unfair, deceptive, oppressive, outrageous, intentional, willful, wanton, unconscionable and intentional acts and practices were a direct and proximate cause of Plaintiff's injuries and damages.

6.14 Defendant's unfair, deceptive, oppressive, outrageous, intentional, willful, wanton, unconscionable and intentional acts and practices illustrate why an injunction is necessary to protect Plaintiff and other Washington debtors from similar harm.

VII. THIRD CAUSE OF ACTION

(Outrage)

7.1 Plaintiff re-alleges paragraphs I. through VI., inclusive as though fully set forth herein.

7.2 The elements of the tort of outrage are (“1) extreme and outrageous conduct, (2) intentional or reckless infliction of emotional distress, and (3) severe emotional distress on the part of plaintiff.” Rice v. Janovich, 109 Wn.2d 48, 61 (1987).

7.3 Washington adopted the tort of outrage and the theory of Restatement (Second) of Torts. Jackson v. Peoples Fed. Credit Union, 25 Wash.App. 81, 84, 604 P.2d 1025, 1027 (1979).

7.4 In Washington, creditors and debt collectors can be held liable for outrage damages if they employ improper, excessive, or oppressive means, while attempting to collect a debt. See Jackson at 85 and 1025; Lucero v. Cenlar FSB, W.D. Wash. Cause No. C13-0602-RSL, Doc. # 255, denying Defendant's Motion for Summary Judgment on Plaintiff's Claim of Outrage); and Vawter v. Quality Loan Serv. Corp. of Washington, 707 F.Supp.2d 1115, 1128 (W.D. Wash. 2010).

1 7.5 In this case, Defendant's flagrant statutory violations were extreme, outrageous,
2 intentional, reckless, improper, excessive, oppressive, and inflicted severe emotional distress
3 upon Plaintiff.

4 7.6 Defendant's outrageous business model results in significant damage and injury
5 to the poorest and most vulnerable of Washington's citizens.
6

7 7.7 In this case, Defendant was required to cease collections and credit reporting
8 unless and until Defendant provided Plaintiff with an itemization of the account.

9 7.8 Defendant failed or refused to provide Plaintiff with the required information.

10 7.9 Nevertheless, Defendant continued reporting the disputed account to the Credit
11 Reporting Agencies, and even increased the amount of the debt.

12 7.10 Any reasonable juror would conclude that Defendant's actions and inactions are
13 extreme, outrageous, utterly unacceptable in a civilized society, intentional and reckless, and
14 specifically designed to inflict severe emotional distress upon innocent consumers in attempt to
15 extort payment of disputed debts. Defendant's business model leads a civilized individual to
16 question: *What kind of company would ever intentionally injure the financial livelihood of*
17 *thousands of vulnerable Americans to turn a profit off doubtful medical bills incurred by the*
18 *needy?* A jury would be disgusted by this business model and would gladly pay Plaintiff
19 emotional distress damages for falling victim to these borderline criminal practices. As the
20 Honorable Judge Lasnik stated in Lucero v. Cenlar FSB, "...the factfinder could easily find for
21 plaintiff..." Lucero v. Cenlar FSB at p. 14.

7.11 Defendant's intentional, willful, wanton, unfair, deceptive, unconscionable, extreme, outrageous, and unreasonable actions shock the conscience.

7.12 Plaintiff was injured and damaged emotionally by Defendant's intentional, willful, wanton, unfair, deceptive, unconscionable, extreme, outrageous, and unreasonable actions.

7.13 Defendant's intentional, willful, wanton, unfair, deceptive, unconscionable, extreme, outrageous, and unreasonable actions were a direct and proximate cause of Plaintiff's injuries and damages.

7.14 Defendant's intentional, willful, wanton, unfair, deceptive, unconscionable, extreme, outrageous, and unreasonable actions illustrate why an injunction is necessary to protect Plaintiff and other Washington consumers from similar harm.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment to be entered against the Defendant as follows:

A. For an Injunction preventing Defendant from ever again furnishing a Washington citizens' medical account to any Credit Reporting Agency, for any reason whatsoever, pursuant to RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

1 B. For an Injunction preventing Defendant from ever again furnishing any adverse
2 or negative information to any Credit Reporting Agency if the adverse or negative information
3 relates to Plaintiff in any manner whatsoever, pursuant to RCW 19.86.090, and Scott v.
4 Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d
5 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins.
6 Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d
7 331, 335-36, 544 P.2d 88 (1976);

9 C. For an Injunction preventing Defendant from ever again collecting upon any
10 account, claim, or debt that involves Plaintiff in any manner whatsoever, pursuant to RCW
11 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v.
12 Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables,
13 Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v.
14 MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

16 D. For an Injunction preventing Defendant from ever selling, transferring, or
17 assigning the debt at the heart of this litigation, pursuant to RCW 19.86.090, and Scott v.
18 Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d
19 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins.
20 Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d
21 331, 335-36, 544 P.2d 88 (1976);

23 E. For an Injunction preventing Defendant from ever again furnishing any adverse
24 or negative information to any Credit Reporting Agency if the information relates in any

1 manner to a medical debt owed or allegedly owed by a Washington citizen, pursuant to RCW
2 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v.
3 Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables,
4 Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v.
5 MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);
6

7 F. For an Injunction preventing Defendant's customer, or any other person who
8 may hereafter legally seek to collect on this claim, from ever being allowed to recover any
9 interest, service charge, attorneys' fees, collection costs, delinquency charge, or any other fees
10 or charges otherwise legally chargeable to the debtor on such claim, pursuant to RCW
11 19.16.450, RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000
12 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge
13 Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986);
14 Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);
15

16 G. For Actual and Compensatory damages, in an amount to be proven at trial,
17 pursuant to RCW 19.86 *et seq.*, 15 U.S.C. § 1692 *et seq.*, and various common law claims;

18 H. For Intentional Infliction of Emotional Distress, or Negligent Infliction of
19 Emotional Distress damages, in the amount of \$1,000,000.00, pursuant to 15 U.S.C. § 1692 *et*
20 *seq.*; and Jackson v. Peoples Credit Union, 604 P.2d 1025 (1979); and Baker v. G.C. Servs.
21 Corp., 677 F.2d 775 (9th Cir. 1982);
22

23 I. For Statutory damages, in the amount of \$1,000, pursuant to 15 U.S.C. § 1692
24 *et seq.*;

- J. For Incidental and Consequential damages, in an amount to be proven at trial;
- K. For treble any “actual” damages, up to the amount of \$25,000, pursuant to RCW
et seq.;
- L. For costs and reasonable attorneys’ fees against all Defendants, in an amount to be proven at trial, pursuant to 15 U.S.C. § 1692 *et seq.*; and RCW 19.86 *et seq.*;
- M. For interest on the above amounts as authorized by law;
- N. For other relief as the Court deems just and equitable; and
- O. For leave to amend this complaint as needed and as required, including leave to Fed. R. Civ. P. 23 status, if information becomes available through discovery supporting
commonality, and the need for class action status.

IX. REQUEST FOR TRIAL BY JURY

Plaintiff hereby requests a trial by jury.

DATED this 7th day of June, 2021.

Respectfully submitted,

s//Robert W. Mitchell
ROBERT MITCHELL, WSBA #37444
Attorney for Plaintiff

**PLAINTIFF'S FIRST AMENDED
COMPLAINT**

20

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